BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

BESCOM/2025-26/SE0263/Call-5

GENERAL TERMS & CONDITIONS OF CONTRACT

VOLUME 1, SECTION III

General Terms & Conditions of Contract (GCC)

A. INTRODUCTION

1. DEFINITION OF TERMS

1.1. 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2. 'Owner' shall mean Bangalore Electricity Supply Company, (BESCOM) and shall include its legal representatives, successors and assigns.

1.3. 'Contractor' or 'Selected Bidder' or 'Agency' shall mean the Bidder whose bid will be accepted by the Owner for the award of the contract and shall include such successful Bidder's legal representatives, successors and permitted assigns.

1.4. 'Engineer' shall mean the officer appointed by the Owner to act as Engineer from time to time for the purpose of the Contract.

1.5. 'Consulting Engineer'/'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.

1.6. 'Works' shall mean and include all the activities to be carried out as per the detailed scope of the work.

1.7. The term 'Contract price' shall mean the amount quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the contract.

1.8. 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the contract under the Contract and/or the duly authorized representative of the Owner.

1.9. ''Notice of Award of Contract'/'Letter of Award'/'Letter or Intent' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

1.10. 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.

1.11. 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

1.12. A 'Week' shall mean continuous period of seven (7) days.

1.13. 'Writing' shall include any manuscript, type written or printed statement, with signature and/or seal as the case may be.

1.14. When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like

importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

1.15. The term “Final Acceptance”/ “Taking Over” shall mean the Owner’s written acceptance of the contract performed under the Contract.

1.16. ‘Engineer in charge of contract’ shall mean the Engineer appointed by Owner.

1.17. Words imparting the singular only shall also include the plural and vice – versa where the context so requires.

1.18. Words imparting ‘Person’ shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

1.19. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

2. APPLICATION

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. LANGUAGE AND MEASURES

3.1. All documents pertaining to the Contract including schedules, notices, correspondences, operating and maintenance instructions or any other writing shall be written in English/Kannada language.

4. CONTRACT DOCUMENTS

4.1. The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

a. Bid documents.

b. Contractor’s Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.

c. All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner.

d. Letter of Award and any agreed variations of the conditions of the documents, if any.

4.2. In the event of any conflict between the above mentioned documents, the matter shall be referred to the Chief General Manager (Ele), Procurement, whose decision shall be considered as final and binding upon the parties.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

5.1. The successful Bidder shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

5.2. The successful Bidder shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

5.3. The successful Bidder shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract or other information, concerning the services unless prior written permission has been obtained from the Owner.

5.4. Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

6. INDEPENDENT CONTRACTOR

6.1. The successful Bidder shall be an independent agency performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

6.2. Subject to provisions of the Contract, the successful Bidder shall be solely responsible for manner in which the Contract is performed. All employees, representatives engaged by successful Bidder in connection with the performance of the Contract shall be under the complete control of the successful Bidder and shall not be deemed to be employees of the Employer, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives and the Employer.

7. JURISDICTION OF THE CONTRACT

7.1. The laws applicable to the Contract shall be the laws in force in India. The Courts of Bengaluru City of Karnataka State in India, shall have exclusive jurisdiction in all matters arising under this Contract.

8. MANNER OF EXECUTION OF THE CONTRACT

8.1. The contract, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of Indent, at the office of the Owner on a date and time to be mutually agreed. The successful Bidder shall provide for signing of the Contract, Performance Guarantee in duplicate, appropriate power of attorney and other requisite materials. In case the Contract is to be

signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

8.2. The Agreement will be signed in duplicate and the successful Bidder shall be provided with one signed original and the original will be retained by the Owner.

8.3. Subsequent to signing of the Contract, the Contractor at his own Cost shall provide the Owner the number of true Bounded Copies of Contract documents as desired by the contract issuing officer, within thirty (30) days after the signing of the Contract.

9. ENFORCEMENT OF TERMS

9.1. The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

10. COMPLETION OF THE CONTRACT

10.1. Unless otherwise terminated under the provisions of any other relevant clause, the contractual (Engagement) period from date of issue of DWA shall be 24 months for which the required services are to be provided, unless extended during the course of the contract. The contract period may be extended for a period of one year at the discretion of BESCOM, based on the satisfactory performance of the agency, if required.

B. GUARANTEES & LIABILITIES

11. TIME – THE ESSENCE OF THE CONTRACT

11.1. The timelines for providing the services of required vehicles as detailed in the scope of the contract and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work in stipulated timelines.

12. TERMS AND CONDITIONS

12.1. In the interest of BESCOM services, the total requirements of Vehicles Services on contract basis under the subject enquiry may vary. However, such changes will be as per the provisions of KTPP Act.

12.2. The details of offices for which the Vehicle along with driver on hire basis needs to be provided, shall be provided to the successful bidder along with the Letter of Intent.

12.3. In case the Bidder, sub-let the tender to other contract agency, such Bidder will be rejected by giving 7 days' notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

12.4. This contract is for a period of two years. In case of any unsatisfactory situations BESCOM has the right to cancel the award without giving any notice. Contact agency and its employees has no right to disclose any technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others. The Chief General Manager (Ele), Procurement, Corporate office, BESCOM, has full rights to accept or reject the staff/drivers provided by the agency.

12.5. The Agency shall be responsible for any damage or loss to the vehicle during period.

12.6. The driver shall responsible for maintaining logbook of the Vehicle.

12.7. The agency shall be responsible for maintenance of all certificates viz., insurance, emission certificate and any others applicable as per the prevailing rules and regulations.

12.8. If the vehicle is utilized without having the necessary valid certificates, agency is held responsible for any mishap due to such lapses.

12.9. The agency/driver shall take care to maintain the vehicle at good conditions in order to avoid breakdowns.

13. EFFECTIVENESS OF THE CONTRACT

13.1. The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

14. TAXES, PERMITS & LICENCES

14.1. The Contractor shall be liable and pay all taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract.

14.2. No claim for any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty or variation in EPF / ESI applicable shall be entertained by the owner during the extension period of contract, if any.

14.3. The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

15. LIMITATION OF LIABILITIES

15.1. The final payment by the Owner by releasing the Contract Performance Guarantee in pursuance of the Contract shall mean the release of the successful Bidder from all his liabilities under the Contract. Such final payment shall be made only at the end of the contract period, and till such time as the Contractual liabilities and responsibilities of the successful Bidder, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

16. ENGINEER'S DECISION

16.1. In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the successful Bidder, give in writing a decision thereon.

16.2. If, in the opinion of the successful Bidder, a decision made by the Engineer is not in accordance with the meaning and intent of the successful Bidder, the successful Bidder may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

16.3. The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

17. CHANGE OF QUANTITY

17.1. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

18. Branding of Vehicles:

18.1. Branding of vehicles shall be carried out at the cost of the bidder as per the requirement of BESCOM.

19. PAYMENTS

19.1. Payment will be arranged at Tumkur Circle Office, Bengaluru.

19.2. Payment will be arranged through Cheque/RTGS.

19.3. The agency shall submit quadruplicate bills as detailed below:

a. The agency shall submit quadruplicate bills of all the vehicles being used in service stations coming under the jurisdiction of respective circle office, with certification from the vehicle using officer and duly countersigned by the Sub-division officer to Superintending Engineer (Ele.,) Tumkur Circle along with the certified trip sheets of the vehicles being used and the statement of calculation of the bill amount indicating vehicle wise bill amount with breakup details of Officers, vehicles Provided, extra Km run.

b. The bills shall be submitted before 5th of the succeeding month.

19.4. Following documents shall be attached to the bills:

i.Log Book extract/Trip sheet signed by concerned officer who are using the vehicle.

ii.Copy of RC Book
iii.Copy of Tax & Permit Certificate
iv.Copy of Insurance Certificate
v.Copy of Emission Certificate
vi. Copy of EPF/ESI Challans (as applicable)

19.5. Any other relevant documents which may sought by the Officers relating to compliance to statutory requirements as may be applicable now and as amended from time to time which includes compliance with the Employees State Insurance Act, Employees Provident Fund Act, Payment of Minimum Wages Act and any other Labour Act as may be applicable from time to time.

19.6. The P.F. and E.S.I. account numbers of the drivers who are employees of the Service Provider/Agency and are on the payroll of Service provider/agency and statement of remittances towards P.F. and E.S.I. shall be furnished as per the statutory requirements and shall submit relevant documents to bill passing section, BESCOM for verification.

19.7. For the drivers who are employees of the Service Provider/Agency and are on the payroll, the Service provider/agency shall pay the salary as per the "Minimum wages Act 1948" and shall be intimated to the bill passing officer.

19.8. The compliance to the statutory requirements of Minimum Wages Act, ESI & EPF Act is not applicable in case of drivers who are the owners of the vehicle and not on the payroll of Service provider/agency. If the driver is working for salary then the service provider/agency shall ensure such remittances by way of remitting directly and should submit the details to bill passing section, BESCOM. If the drivers are not working for salary then service provider/agency should submit relevant documents to bill passing section, BESCOM for verification. Bill passing section, BESCOM shall collect and verify the concerned documents to ascertain whether the vehicles provided comes under which category of Drivers i.e., employees of Service Provider/Agency, Driver-cum-owner, every month before passing the bill.

19.9. Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

19.10. All payments under the Contract shall be in Indian Rupees only.

20. PENALTY FOR DELAY IN EXECUTION/NON- EXECUTION OF THE WORK.

20.1. In case the agency fails to provide services of vehicles within 7 days from date of Work Award, a penalty @ ½ % per week will be levied subject to maximum of 10% on the remuneration of the vehicle for the delayed deployment of Vehicles to the officers of various offices of BESCOM.

20.2. If the Vehicles are not sent on any day for whatever reason, penalty at (Monthly Charges awarded/ (28 or 30 or 31)) for each non-available day shall be deducted from the respective month's bill.

20.3. If the alternate Vehicle is not provided during breakdowns or for any other reasons, penalty at (Monthly Charges awarded/ (28 or 30 or 31)) for each

non-available day shall be deducted from the respective month's bill.

20.4. In case of any excess claim of mileage a penalty of Rs.1000/- on first instance, Rs.2000/- on second instance and termination of Vehicle on third instance will be imposed and incase of meter tampering resulting in fast creeping of speedometer a penalty of Rs.1000/- on first instance, termination of contract on second instance will be imposed.

21. INSURANCE

21.1. The hired vehicles should be fully/ comprehensively insured by the bidder, at his own cost covering all risk and liabilities.

21.2. All liabilities arising out of the accidents, disturbances to the vehicle(s) provided to BESCOM, will rest upon the bidder.

21.3. The copies of documentation in respect of insurance shall be submitted to BESCOM on the date of placement of vehicle and renewals made subsequently shall be submitted in time.

21.4. The agency shall provide insurance coverage to its staff including driver of vehicle at his own cost.

22. LIABILITY FOR ACCIDENTS AND DAMAGES

22.1. In the event of any accident or damages while the vehicle(s) is on the duty, BESCOM shall be completely free from any liability of any nature connected with the accident/damage(s). The bidders himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the bidder, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes by BESCOM or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the bidder shall reimburse on demand and without any demur the compensation/damages if any sustained by BESCOM on this account.

22.2. The bidder will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personal of BESCOM. The bidder shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. the BESCOM employees/property. The bidder shall reimburse on demand and without any demur the compensation/damages if any sustained by the BESCOM on this account.

22.3. BESCOM shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the bidder's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for the BESCOM duty by him.

22.4. It is the responsibility of the bidder to inform the user of the vehicle as well as the Head of Department the occurrence of any accident involving his/their

vehicle(s) as early as possible to avoid any disruption of BESCOM operations, provide substitute vehicle and submit a detailed report to the head of department.

22.5. Absence of vehicle due to any accident shall not entitle the bidder for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the bidder.

23. FORCE MAJEURE

23.1. If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, execution of this order directly or act of God (hereinafter referred to as events), then provided a notice of the happening of any such event is given by either party to other by letter / fax within 48 hours from the date occurrence thereof, neither party shall be for reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the other in respect of such non-performance or delay in performance in providing services under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist.

23.2. Only events of Force Majeure, which impedes the execution of the contract at the time of its occurrences, shall be taken into cognizance.

24. BIDDER`S DEFAULT/LIQUIDATED DAMAGES

24.1. If the successful Bidder neglect to execute the contract with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the contract or shall contravene the provisions of the Contract, the Owner may give notice in writing to the successful Bidder to make good the failure, neglect or contravention complained of. If the successful Bidder fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to terminate the contract.

24.2. The Owner may accept the Services assessing the Liquidated damages for shortcomings in works against the successful Bidder as per provisions of the Scope of contract and such assessed amounts shall be deducted from the Contract price or otherwise recovered. A liquidated damages @ ½ % per week will be levied against the delay in providing the Services of vehicles subject to maximum of 10% of the total contract value.

24.3. Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the successful Bidder to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

25. TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

25.1. The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days' notice in writing to the successful Bidder of his decision to do so.

25.2. The successful Bidder upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner or purchasing activity related to the work terminated.

25.3. In the event of such a termination the successful Bidder shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

25.4. If the successful Bidder is an individual or a proprietary concern and the individual or the proprietor dies and if the successful Bidder is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the successful Bidder's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased.

26. Corrupt or Fraudulent Practices

26.1. BESCOM requires that successful agency observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the BESCOM:

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BESCOM, and includes collusive practice among Tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the BESCOM of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) an action may be initiated to debar the Tenderer from participating in the Tender or executing the Contract if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, a Government contract in question.

Sd/-

Chief General Manager (Ele)
Procurement, BESCOM